

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 11 day of Sept. A. D. 1929, at 2 o'clock P. M.

Fees, \$

By

Deputy.

MORTGAGE OF REAL ESTATE.—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 19785.

THIS INDENTURE, Made this

day of

September

A. D. 1929, between

J. H. Melton, of the first part, and John M. Vaughan, of the second part: Oklahoma, of the first part, and John M. Vaughan, of the second part: Oklahoma, of the first part, and John M. Vaughan, of the second part:

WITNESSETH, That said part of the first part, in consideration of

Five Hundred

Dollars (\$500.00),

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part of the second part, heirs and assigns, the following-described Real Estate, situated in

Tulsa County, and State of Oklahoma, to-wit: The north forty (40) feet of the south fifty (50) feet of Lot five (5) Block two (2) North Tulsa, as additional to the town of Tulsa, Oklahoma. Being a plat of ground forty (40) feet by one hundred forty (140) feet. DOLLARS,

TO HAVE AND TO HOLD THE SAME unto the said part of the second part, heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said J. H. Melton has this day executed and delivered, to said part of the second part, described as follows: note dated September 8th, 1929, due two years after date, with interest at the rate of 10% principal five hundred dollars, signed by J. H. Melton and payable to John M. Vaughan.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, heirs or assigns, said sum of money in the above-described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part of the first part has hereunto set hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, R. F. Pettus, City of Tulsa, personally appeared J. H. Melton, to be known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. My commission expires September 12, 1931. (Seal) R. F. Pettus, Notary Public.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of DOLLARS, in the State of Oklahoma, the within-named mortgage, in consideration of the sum of DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set hand this day of 19.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the day of A. D. 1929, at o'clock M. Fee, \$

Register of Deeds.

RECEIPT.

Received of the within-named mortgagor the sum of DOLLARS, in full satisfaction of the within mortgage.